



STATE OF UTAH CONTRACT

CONTRACT NUMBER: 020181

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation

810

Inventory

referred to as STATE and the following:

Agency Name

Agency
Code

Division

CONTRACTOR: Allwest Sales & Service

LEGAL STATUS OF CONTRACTOR

Name

Sole Proprietor

1365 S. Gladiola, Suite 1

Non-Profit Corporation

Address

X

For-Profit Corporation

Salt Lake City

UT

84104

Partnership

City

State

Zip Code

Government Agency

Bud Miller(801)886-9100Fax 886-9300

Contact Person

Phone Number

87030215100107C46060382002

Federal ID#

Vendor Number

Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

Requirements Contract to provide the State with Hot Tar and Rubber Dispensing Hoses for a period of three (3) years with (2) one-year options.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #
- RF2159
-
- Requisition #
- RX 810 26000000218
- , FY
- 2002
- .

4. CONTRACT PERIOD: Effective date:
- 5/15/02
- , Termination date:
- 5/14/05
- , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any):
- (2) One-Year
- .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of:
- \$999,999.99
- for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
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- ATTACHMENT B: Scope of Work.
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- ATTACHMENT C: Pricing
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- ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF2159 dated 9/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Norman B. Miller

Contractor's Signature

NORMAN B. MILLER

Contractor's Name

PRESIDENT

Title

Robert BarthmanTravis Montana(801)964-4534(801)965-4818

Agency Contact Person

Telephone Number

Fax Number

STATE OF UTAH

Neal Christensen
Admin. Serv. Director
6/5/02
Division of Purchasing

Division of Finance

RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

APR 20 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be maintained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to the contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, authorized, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding what is to be the total and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting in the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE, IF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceeding arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant for contract services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 12266, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any government department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, at any time by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, software, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Utah Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the manufacturer are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate for its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty shall be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

ATTACHMENT B: BID SPECIFICATION

HOT TAR & RUBBER DISPENSING HOSES

1.0 **GENERAL DESCRIPTION.** To provide the Utah Department of Transportation with Hot Tar & Rubber Dispensing Hoses for a period of three (3) years with two-year options.

2.0 **PRODUCT REQUIREMENTS.**

2.1 25' of Goodyear #543-632-032 Hose, Coupled with Dixon # RC-100amps and Dixon #HY-8 Stems.

ATTACHMENT C: PRICING

HOT TAR & RUBBER DISPENSING HOSES

25' of Goodyear #543-632-032 Hose, Coupled with Dixon #1 RC-100
Clamps and Dixon #HY-8 Stems. \$118.30 each
Commodity Code - 46060382002

(Non Contract :
75510601574

Item # 55 16MB-15.27-415

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

HOT TAR & RUBBER DISPENSING HOSES

1. **CONTRACT PERFORMANCE TERM.** This is a requirements contract to provide the State with Hot Tar & Rubber Dispensing Hoses for a period of three (3) years with two or -year options.
 2. **QUANTITY OR AMOUNT ESTIMATES.** The State does not guarantee to purchase an amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount. "UDOT may order from another vendor, supplies and services available under this contract in order to meet nonrecurring or special needs, when approved by UDOT's Procurement Manager."
 3. **NON-ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager. The provision of materials due under this contract shall not be assignable without prior approval from UDOT's Procurement Manager or Procurement Supervisor.
 4. **INVOICING.** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR IN ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATIVE TO EACH ORDER AND DELIVERY. In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.
- The Contractor shall submit invoices to:
- UTAH DEPARTMENT OF TRANSPORTATION
4501 South 2700 West
Box 141500
Salt Lake City, Utah 84119.
- The State will remit payment by mail.
5. **PRICING**
The Contractor agrees prices on hot tar & rubber dispensing hoses in this contract shall be guaranteed for at least three (3) years. Any change request on prices must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by UDOT's Procurement Manager.

6. **DELIVERY**

The shipping terms on this contract are F.O.B. destination.